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5 Attorneys for Plaintiff TOM AZZARELLO

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8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

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11 TOM AZZARELLO,

12 Plaintiff,

13 v.

14 NAVAGILITY LLC, a limited liability
15 corporation,

16 Defendants.

CV 08

2371

CASE NO.

COMPLAINT FOR BREACH OF
CONTRACT

MEJ

BY FAX

17 1. Plaintiff TOM AZZARELLO ("Plaintiff") is an individual residing in Contra Costa
18 County, California.

19 2. Defendant NAVAGILITY LLC ("Defendant NavAgility") is a limited liability
20 corporation organized under the laws of New York, and with its principal place of business in New
21 York, but doing business nationally, through the internet and otherwise.

22 3. Subject matter jurisdiction is proper in this District because Plaintiff is a citizen and
23 resident of California and defendant NavAgility is a New York limited liability company.

24 4. Personal jurisdiction is proper in this District because Defendant NavAgility, though
25 its officer, director and majority shareholder, Anthony Di Marco ("Di Marco"), reached out to
26 Plaintiff, knowing that he resided in California, and asked him to loan money to a New York limited
27 liability company, and because Defendants accepted a loan from Plaintiff, knowing that the loan was
28 being made in and from California.

By JOAN E. PRESKY, ESQ.
Attorneys for Plaintiff TOM AZZARELLO



Anthony M. DiMarco
President

NavAgility Bridge Loan Letter of Acceptance

April 4, 2007

Dear Investor,

We are pleased to extend to you an attractive bridge loan offer as per the following terms and conditions:

- Bridge loan amounts will be accepted in \$25,000 increments.
- The bridge loan will have a single balloon payment on October 13, 2007, equivalent to two times (2x) the face amount of the bridge loan made by you. For example, if you make a bridge loan of \$50,000, you will receive a single payment of \$100,000 on October 13, 2007.
- There will be no interim interest or principal payments made.
- There is no equity component of the bridge loan (i.e., your bridge loan creates no additional ownership position and has no impact on your current ownership position).
- Bridge loan participation will be determined on a first come, first served basis until we have fulfilled a \$300,000 commitment. First come, first served basis will be determined by a verbal (via phone) or email commitment to me, interim to your signed Letter of Acceptance.
- To maintain your participation rights. Your signed Letter of Acceptance and check need to be received by me no later than April 13, 2007. Please send to mailing address: 16 Nob Hill Road, Poughkeepsie, NY 12603).

Thank you for your continued support.

Sincerely,

Anthony M. DiMarco


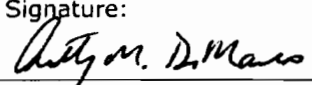
Accepted and agreed for on behalf of:	Accepted and agreed for on behalf of: NavAgility, LLC
Bridge Loan Amount (\$): <i>100,000.00</i>	
Signature: 	Signature: 
Name: <i>Thomas Azzarello</i>	Name: Anthony M. DiMarco Title: President
Date: <i>4/5/07</i>	Date: <i>4/9/07</i>

EXHIBIT A